

After recording, please return to:
LeAnn Maupin
Idaho Panhandle NFs
3815 Schreiber Way
Coeur d'Alene, Idaho 83815-8363

CLARKIA WORK CENTER QUITCLAIM DEED

THIS QUITCLAIM DEED is made this _____ day of _____, 20_____, by and between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called **GRANTOR**, and _____ name and address_____, of the County of _____, State of _____, hereinafter called **GRANTEE(S)**.

WITNESSETH: The Grantor, as authorized by Title V of the Fiscal Year 2006 Interior and Related Agencies Appropriations Act (P.L. 109-54), as amended, also known as the Forest Service Facilities Realignment and Enhancement Act of 2005 (FSFREA), the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of the sum of _____ (\$_____.00), the receipt of which is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of Shoshone, State of Idaho, hereinafter called "**the Property**", more particularly described as follows:

Boise Meridian

Nine parcels of land lying in the NW 1/4 of Section 6, T. 42 N., R. 2 E., of the Boise Meridian, in the State of Idaho according to the Federal Survey plat accepted March 25, 1970, and depicted on Record of Survey Plat (Exhibit C) recorded July 17, 2014 as Instrument Number 477935 in the Office of the Shoshone County Clerk, more particularly described as follows:

In the following legal description references to State Highway 3 are per State Highway Deed recorded February 21, 1936 as Instrument Number 98858 in Book 66 at Page 527, and references to the St. Maries River Railroad (formerly the Chicago, Milwaukee and Puget Sound Railway) are per Right of Way Deed recorded June 28, 1909 as Instrument Number 19518 in Book 39 at Page 357, in the Office of the Shoshone County Clerk, State of Idaho.

Parcel 1, that portion of Government Lot 3A lying West of the westerly right-of-way line of the St. Maries River Railroad and East of the easterly right-of-way line of State Highway 3 (1.49 acres);
Parcel 3, that portion of Government Lot 3B lying East of the easterly right-of-way line of State Highway 3 (0.23 acres);

Government Lot 3C (9.96 acres);

Parcel 5, that portion of Government Lot 3D lying West of the westerly right-of-way line of the St. Maries River Railroad and East of the easterly right-of-way line of State Highway 3 (2.57 acres);

Parcel 6, that portion of Government Lot 3D lying West of the westerly right-of-way line of State Highway 3(2.62 acres);

Parcel 7, that portion of the N1/2N1/2SE1/4NW1/4 lying East of the easterly right-of-way line of the St. Maries River Railroad (0.96 acres);

Parcel 8, that portion of the NE1/4SE1/4NW1/4 lying West of the westerly right-of-way line of the St. Maries River Railroad and East of the easterly right-of-way line of State Highway 3 (0.98 acres);

Parcel 9, that portion of the N1/2N1/2SE1/4NW1/4 lying West of the westerly right-of-way line of State Highway 3(6.62 acres);

Parcel 10, Beginning at the Center South Northwest 1/64 corner of said Section 6, thence N. 0°23'48"E., 329.72 feet to the Center North South Northwest 1/256 corner; thence N.89°21'53"E., 661.66 feet to the Center North Southeast Northwest 1/256 corner; thence S. 62°55'27" W., 740.50 feet to the Point of Beginning (2.50 acres).

Containing 27.93 acres, more or less.

Reservations to the United States of America and Its Assigns:

a) A right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).

b) An exclusive perpetual easement, including all right, title, and interest for an existing road (Forest Service Road 3335) and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on Exhibit C attached hereto, consisting of (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-way as may be necessary for the maintenance and/or repair of the road.

Said easement shall be sixty (66) feet in width, being thirty (33) feet on each side of the centerline of the road as it exists and is actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve the road, for its entire length, across and through the property depicted on Record of Survey Plat (Exhibit A).

IT IS AGREED that the grantee and its successors and assigns shall have the right to use the existing road described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of grantee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.5(d), attached as Exhibit A, consisting of 1 sheet.

PROVIDED, that if the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the grantee, or its successors or assigns in interest.

SUBJECT TO:

This deed and conveyance is expressly made subject to the following matters to the extent the same are valid and subsisting and affect the Property:

- 1) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, and conduits and canals on, over and across said land whether or not of record.
- 2) All existing interests(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas and/or minerals, whether or not of record.
- 3) All other existing interests reserved by the original GRANTOR(s) in chain of title unto said GRANTOR(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- 4) Any survey discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, which may affect the Property.
- 5) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the Property.
- 6) A right of the United States and third parties recited in the patent from the United States.
- 7) A right to protect cuts by erecting on both sides thereof, and within 150 feet from the centerline, portable snow fences as set forth in that deed to the Chicago, Milwaukee & Puget Sound Railway Company, recorded June 28 1909, in Book 39 of Deeds, page 357, records of Shoshone County, Idaho.

The conveyance of the Property is made under and in consideration of the following notice, covenants, agreements, reservations and provisions:

A) NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i), and based upon information submitted by the USDA Forest Service, the GRANTOR hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property.

B) CERCLA COVENANT

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9620(h)(3)(A)(ii), the GRANTOR hereby warrants and covenants that

1. all response action necessary to protect human health and the environment has been taken before the date of this conveyance; and

2. it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance. This covenant shall not apply:
- a) in any case in which Grantee, its successors or assigns or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance or petroleum products that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance or petroleum products, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
 - (iii) causes or exacerbates a release or threatened release of hazardous substances or petroleum products, the existence of which was previously unknown by GRANTOR and Grantee as of the date of this conveyance, but which is hereafter discovered by Grantee, its successors or assigns, or any party in possession of the Property.
3. In the event Grantee, its successors or assigns, seeks to have GRANTOR conduct or pay for any additional response action or corrective action and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide GRANTOR at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:
- a) the associated contamination existed prior to the date of this conveyance; and
 - b) the need to conduct any additional response action or corrective action or part thereof was not the result of any failure to act by the Grantee, its successors or assigns, or any party in possession.
4. These warranties and covenants do not apply with respect to lead-based paint or asbestos-containing building materials associated with structures related to the subject Property, as those matters are addressed elsewhere in this deed, in accordance with the Forest Service Facilities Realignment and Enhancement Act ("FSFREA"), P.L. 109-54, 16 USC 580d, Note.

C) CERCLA ACCESS

Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, 42 U.S.C. § 9620(h) (3) (A)(iii), GRANTOR reserves a right of access to all portions of the Property for environmental investigation, response action or other corrective action, as needed to take action in accordance with the covenant, set forth above and made under Section 120(h)(3)(A)(ii) of CERCLA. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a response action or corrective action is found to be necessary after the date of this conveyance or in which access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States of America and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, borings, test-pitting, data and records compilation and other activities related to environmental investigation, and to carry out response or corrective actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, response, or corrective actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

D) FSFREA DISCLOSURES AND WRITTEN ASSURANCES

Pursuant to Section 504(d)(3)(A) of the Forest Service Facility Realignment and Enhancement Act ("FSFREA"), Pub. L. 109-54, 16 USC 580d, Note, the GRANTOR hereby provides notice of the presence of lead-based paint and asbestos-containing building material on the Property by providing the GRANTEE with the following reports:

1. Lead Risk Assessment Inspection report, dated July 15, 2014, prepared by Mountain Consulting Service, LLC.
2. An asbestos inspection report was completed in 1991 by NAC Corporation/Northwest Asbestos Consultants.

Notwithstanding the covenants provided by the UNITED STATES in the previous Provisions, the GRANTEE hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the Property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint or asbestos-containing building material associated with structures on the Property. Notwithstanding the covenants provided by GRANTOR in the previous paragraphs, the GRANTEE hereby agrees to indemnify, release, defend, and hold harmless the UNITED STATES, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the UNITED STATES after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to any lead-based paint and/or asbestos-containing building material associated with the Property. This covenant to comply with applicable

laws and to indemnify, release, defend, and hold harmless the UNITED STATES shall survive the subsequent conveyance of all or any portion of the Property to any person and shall be construed as running with the real property, and may be enforced by the UNITED STATES in a court of competent jurisdiction.

E) PESTICIDES

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the Property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

F) POSSIBLE PRESENCE OF MOLD NOTICE

The Grantee is notified that various forms of mold may be present at various locations in the subject building(s) on the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards found at 42 U.S.C. 9604 (a)(3). The Federal Government has not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including, but not limited to the omissions of any information available to the agency having custody over the Property and/or any Federal agency, will not constitute grounds for liability for damages against Grantor for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

G) AS-IS, WHERE-IS PROVISION

Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. Except as set forth in the deed, Grantee

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **George M. Bain**, Director of Recreation, Minerals, Lands, Heritage and Wilderness, Northern Region, Forest Service, U.S. Department of Agriculture, the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that he is the Director, Recreation, Minerals, Lands, Heritage and Wilderness, Northern Region, Forest Service, U.S. Department of Agriculture, and that said instrument was executed on behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Name (Printed)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

GSA Certificate of Grantee Here

Approved as to Consideration, Description, and Conditions By: _____ Date: _____
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EXHIBIT B for Clarkia Work Center

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

CISTERN AND WATER TRANSMISSION LINE EASEMENT ISSUED UNDER THE FEDERAL LAND POLICY AND MANAGEMENT ACT Act of October 21, 1976, (P.L. 94-579); 36 CFR 251.50, et seq

THIS EASEMENT, dated this ** day of [REDACTED], **** from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to [REDACTED] of the State of Idaho hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a cistern and water transmission line over certain lands or assignable easements owned by the United States in the County of Shoshone, State of Idaho, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the purchase of the land served by this easement paid by Grantee does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a **cistern and water transmission line**, over and across the following described lands in the County of Shoshone, State of Idaho, **NE¼, section 1, T. 42 N., R. 1 E. and NW¼, Sec. 6, T. 42 N., R. 2 E., BOISE MERIDIAN.**

The location of said easement is shown as “**Parcel B**” on **Exhibit A** attached hereto.

Said easement shall be **908.32 feet in length, 40 feet in width, for a total of 0.91 acres** as described on Exhibit A – “Parcel B”.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest.

A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-way for similar purposes, if those standards are more stringent than applicable Federal standards.

B. Upon change in ownership of the land or facility served by this cistern and water transmission line, the rights granted under this easement may be transferred to the new owner upon written notification to the Regional Forester.

C. This easement shall continue for as long as needed for operation and maintenance of the cistern and water transmission line shown in Exhibit A. In the event the cistern and water transmission line cease to be used for the purposes for which the easement is granted or the water system modified in any way then the easement shall terminate. Provided, That the Grantor shall review the terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as existing or prospective conditions may warrant. These shall have the same force and effect in the future as if incorporated in this grant.

D. All construction or reconstruction of the cistern and water transmission line shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.

E. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

F. The Grantee shall provide maintenance so that there is no damage on adjacent National Forest land.

G. Fees for this use have been waived in full pursuant to 36 CFR 251.57(b)(4), or revisions thereto, and direction in FSH 2709.11, chapter 30.

H. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.

I. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.

J. Upon termination of this easement, the Grantee shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the Grantor, unless otherwise waived in writing. If the Grantee fails to remove the structures or improvements within a reasonable period, as determined by the Grantor, the Grantor may remove and dispose of any improvements and restore the area and all costs shall be paid by the Grantee.

If the Grantor waives the removal of the improvements and restoration of the site, all improvements shall become the property of the United States.

K. Forest Service Representative (R1-X16). The District Ranger, St. Joe Ranger District, Telephone No. (208) 245-2531, is responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

L. Information From Holders (R1-X17). As a condition of this authorization, the holder is responsible for providing the authorized officer with any information in possession necessary for determining ownership, or other matters concerning the administration of the authorized use by the Forest Service.

Regarding the submission of such information, the holder understands that it is a crime for any person to knowingly and willfully make false, fictitious, or fraudulent statements to matters under the jurisdiction of the United States Government (Title 18, U.S.C. Section 1001).

M. Forest Service Right of Entry and Inspection (R1-X19). The Forest Service has the right of unrestricted access to the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its holders, contractors, and assignees:

1. The right to cross and recross the right of way at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the cistern and water transmission line.
2. The right to all timber now or hereafter growing on the right-of-way, subject to Grantee's right to cut such timber as herein provided.
3. The Grantor retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way for other land uses, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
4. The Grantor may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), on the day and year first above written.

UNITED STATES OF AMERICA

By: _____
MARY FARNSWORTH
Forest Supervisor
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On the ____ day of _____, 2015, before me, a Notary Public within and for said State, personally appeared _____, Forest Supervisor, Idaho Panhandle NFs, Northern Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that she is the Forest Supervisor, Idaho Panhandle NFs, and that said instrument was signed in behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

SEAL

Notary Public for the State of Idaho
Residing at Coeur d'Alene, Idaho
My commission expires _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



Cistern that will be under special use permit.